



### SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and James D. Herr, with reference to the following facts:

1. At all times mentioned herein, James D. Herr, operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 17329 South Nebo Drive, Versailles, MO 65084.

2. APHIS has documented evidence of James D. Herr's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of James D. Herr's failure to provide adequate veterinary care and husbandry as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 3.25, 3.31, 3.50, 3.51 and 3.125).

3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.

4. APHIS and James D. Herr have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. James D. Herr admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. James D. Herr consents and agrees to the following:

a. James D. Herr agrees to sell, donate, and/or transfer ownership and possession of any small pet-type animals (including ferrets, guinea pigs, hamsters, chinchillas, gerbils, hedgehogs, and rabbits) on his premises, regardless of ownership, within twelve (12) weeks from the date James D. Herr signs this Settlement Agreement.



b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any small pet-type animals that James D. Herr holds at the time James D. Herr signs this Settlement Agreement, to include the transportation of small pet-type animals that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for James D. Herr to retain a reasonable number of small pet-type animals that are maintained for his own personal use and enjoyment, provided that the laws of the jurisdiction where James D. Herr lives allow him to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at James D. Herr's facility to determine his existing inventory of animals, and Animal Care shall take a second inventory of the animals present at James D. Herr's facility within twelve (12) weeks from the date James D. Herr signs this Settlement Agreement to verify compliance with paragraph (a) above. James D. Herr shall not unreasonably withhold his consent to a time and date for Animal Care to conduct the inventories. James D. Herr shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date James D. Herr signs this Settlement Agreement.

e. As of the date James D. Herr signs this Settlement Agreement, AWA license 43-B-3665 is hereby revoked.

f. James D. Herr and any partnerships, firms, corporations or other legal entities that he controls or in which he has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. §



2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 17329 South Nebo Drive, Versailles, MO 65084.

7. James D. Herr consents and agrees that his failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against James D. Herr based upon the non-compliant items documented at 17329 South Nebo Drive, Versailles, MO 65084, in connection with animal welfare investigation MO120011-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of James D. Herr's agreements and actions described in paragraph 6 above, and the promises and admissions of James D. Herr set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against James D. Herr in connection with the alleged AWA violations documented in animal welfare investigation MO120011-AC.

APHIS and James D. Herr warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

James D. Herr

Signature: \_\_\_\_\_

Date: 3.8.13

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: \_\_\_\_\_

Robert J. Herr

Director

Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture

Date: 3/15/2013